

### REMARKS

Reconsideration and allowance of the above-referenced application are respectfully requested. No new matter has been added.

#### Claim Objections

Claims 10, 12, 25, 27 and 28 are objected to under 37 CFR 1.75(c) as being improper dependent form for failing to further limit the subject matter of a previous claim. Claims 10 and 25 have been amended to clarify that terms from two or more contracts are summarized (a feature not recited in the corresponding independent claims). Claims 12 and 27 have been canceled. Claim 28 has been amended to clarify that the term sheet is an abbreviated version of the contract.

Accordingly, it is respectfully requested that this basis for rejection be withdrawn.

#### 35 U.S.C. § 112

Claims 4, 14-28 stand rejected under 35 U.S.C. § 112, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Claim 4 has been amended to correct the antecedent basis for the highest scoring bidder. Claim 14 has been amended to clarify that the renewal indication is a contract renewal indication.

Accordingly, this basis for rejection should be withdrawn.

35 U.S.C. § 103

Claims 1-28 stand rejected under 35 U.S.C. § 103(a), as allegedly being unpatentable over Davis et al U.S. Publication No. 2006/0149653 A1 in view of Dan et al U.S. Publication No. 2002/0178103 A1. These rejections are respectfully traversed.

Claim 1 was amended to recite a bid aggregator configured to score the bids according to a predetermined scoring standard, the predetermined scoring standard assigning a relative importance to a plurality of terms within the bids (for support, see, inter alia, previous claim 4, par. 44). Similar amendments were made to claim 14.

Davis describes an Internet-based network that connects qualified participant buyers and sellers (i.e., an online exchange). With such a network, a company's procurement practices can be taken into account by having a buying or selling company can tailor proposals using specified terms and conditions for purchases.

Dan describes an arrangement for automating contract negotiating contract negotiations online that includes the generation of a negotiation protocol that governs the negotiation process. In some variations, Dan describes the use of a template that can form the basis of the negotiations.

Davis does not suggest that bids can be scored based on a predetermined scoring standard that assigns a relative importance to a plurality of terms within the bids as Davis is focused on the customization of contract terms by a company using the online exchange. In particular, Davis in paragraph 14 and in claim 7 describe winning quotes strictly based on price for an item, as compared to a scoring system that weights terms within the bids. Moreover, par. 35 of Davis describes a comparison of proposals in a side-by-side fashion with proposed funds (i.e., price) being categorized. Price being a single term does not describe or otherwise suggest the recited predetermined scoring system.

In addition, Dan also does not disclose or suggest the recited scoring as this reference is focused on the establishment of a negotiation protocol.

Accordingly, claims 1, 14, and their respective dependent claims should be allowable.

#### Concluding Comments

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment. Applicant asks that all claims be allowed.

If there are any questions regarding these amendments and remarks, the Examiner is encouraged to contact the undersigned at the telephone number provided below. The Commissioner is hereby authorized to charge any additional fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-360.

Respectfully submitted,



Date: December 4, 2007

---

Carl A. Kukkonen, III  
Reg. No. 42,773

Address all written correspondence to  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
9255 Towne Centre Drive, Suite 600  
San Diego, CA 92121  
**Customer No. 64280**  
Phone: 858.320.3000  
Fax: 858.320.3001